

# **EXHIBIT B**

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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

In re:

THE ROMAN CATHOLIC BISHOP OF  
OAKLAND, a California corporation sole,  
  
Debtor.

Case No. 23-40523-WJL

Chapter 11

**CONFIDENTIALITY AGREEMENT  
AND STIPULATED PROTECTIVE  
ORDER**

[No Hearing Requested]

This Confidentiality Agreement and Stipulated Protective Order (this “Order”) is entered into by and among: (a) the debtor and debtor in possession in the above captioned chapter 11 case (the “Debtor”); (b) the Official Committee of Unsecured Creditors (the “Committee”); and (c) any other persons or entities who become bound by this Order by signifying their assent through execution of a declaration in the form of **Exhibit A** hereto (a “Declaration”). Each of the persons or entities identified in the foregoing clauses (a) through (c) shall be referred to herein individually as a “Party,” and, collectively, as the “Parties.” The Parties, by and through their respective attorneys of record and subject to Court approval, have agreed to entry of this Order pursuant to 11 U.S.C. 107(b) and Rule 9018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and, with respect to any existing or future contested matter or adversary proceeding,

1 pursuant to Bankruptcy Rules 7026 and 9014 and Rule 26(c) of the Federal Rules of Civil Procedure  
2 (the “Federal Rules”).

3 **Recitals**

4 WHEREAS, there are, or may be, investigations, or judicial or other proceedings, including  
5 but not limited to contested matters, adversary proceedings and other disputes (each a “Dispute”  
6 and, collectively, the “Disputes”), arising out of, relating to, or affecting the Debtor’s bankruptcy  
7 proceedings (the “Chapter 11 Case”) commenced by the filing of a voluntary petition under chapter  
8 11 of title 11 of the United States Code, U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in this Court;

9 WHEREAS, the Parties have sought or may seek certain Discovery Material (as defined  
10 below) from one another or from third parties with respect to one or more Disputes, including  
11 through informal requests, Rule 2004 motions, or service of document requests, interrogatories,  
12 depositions, and other discovery requests (collectively, “Discovery Requests”) as provided by the  
13 Federal Rules, the Bankruptcy Rules, and the Bankruptcy Local Rules of the United States  
14 Bankruptcy Court for the Northern District of California (the “Local Rules”); and

15 NOW, THEREFORE, to facilitate and expedite the production, exchange and treatment of  
16 Discovery Material (as defined below), to facilitate the prompt resolution of disputes over  
17 confidentiality, and to protect Discovery Material that a Party seeks to maintain as confidential, IT  
18 **IS HEREBY STIPULATED, AGREED, AND, UPON COURT APPROVAL HEREOF, IT**  
19 **IS ORDERED** that the following terms will govern any requests for and production of Discovery  
20 Material (as defined below) and use thereof:

21 1. The Parties shall submit this Order to the Court for approval. The Parties shall abide  
22 by the terms of this Order even if this Order is not entered by the Court for any reason, unless the  
23 Court otherwise determines.

24 2. Unless otherwise agreed by the Parties or ordered by the Court, all deadlines stated  
25 herein shall be computed pursuant to Rule 9006 of the Bankruptcy Rules.

26 **Scope of Order**

27 3. This Order applies to all information, documents and things exchanged in or subject  
28 to discovery that is produced on or after May 8, 2023, by a Party or a third party (each a “Producing

1 Person”), to any other Party (each a “Receiving Party”), formally or informally, either prior to or  
2 after the filing of a judicial proceeding, that relates to a Dispute and is in response to or in  
3 connection with any Discovery Requests, including without limitation, deposition testimony  
4 (whether based upon oral examination or written questions), interrogatories, answers to  
5 interrogatories, requests for admission, responses to requests for admission, documents,  
6 information and things produced (including documents, information and things produced to a  
7 Receiving Party for inspection and documents, whether in the form of originals or copies) as well  
8 as any and all copies, abstracts, digests, notes, summaries, and excerpts thereof (collectively  
9 referred to as “Discovery Material”).

10 4. Solely with respect to any determination of what material is Confidential or Highly  
11 Confidential, -this Order does not affect, amend or modify any existing confidentiality agreements,  
12 intercreditor agreements, protective orders applicable to any Producing Person and/or Receiving  
13 Party, or any order of this Court.

14 5. Any Party or its counsel serving a subpoena upon a non-Party, which subpoena  
15 requires the production of documents or testimony, shall serve a copy of this Order along with such  
16 subpoena and instruct the non-Party recipient of such subpoena that he, she or it may designate  
17 documents or testimony in a Dispute produced pursuant to such subpoena according to the  
18 provisions herein upon signing a Declaration and agreeing to be bound by the terms of this Order.

19 **Designating Discovery Material**

20 6. Any Producing Person, or Party that is the subject thereof (a “Designating Party”)  
21 may designate Discovery Material as “Confidential Material” or “Highly Confidential Material”  
22 (any such Discovery Material, “Designated Material”) in accordance with the following provisions:

- 23 a. Confidential Material: A Producing Person or Designating Party may  
24 designate Discovery Material as “Confidential Material” if such Producing  
25 Person believes in good faith (or with respect to documents received from  
26 another person or entity, has been reasonably advised by such other person  
27 or entity) that: (i) such Discovery Material (A) constitutes or contains  
28 nonpublic proprietary or confidential technical, business, financial, personal  
or other information of a nature that can be protected under 11 U.S.C. §  
107(b)(1), Bankruptcy Rules 7026 or 9014 9018, or and Federal Rule of  
Civil Procedure 26(c); (B) constitutes or contains information that the court

1 in this Chapter 11 Case has determined must be protected under 11 U.S.C. §  
2 107(b)(2) or Bankruptcy Rule 9018; (C) is subject by law or by contract to  
3 a legally protected right of privacy; or (D) is information that is believed to  
4 unreasonably invade the privacy of an individual; or (ii) the Producing  
5 Person (A) is under a preexisting obligation to a third-party to treat such  
6 Discovery Material as confidential; or (B) has in good faith been requested  
7 by a Designating Party to so designate such Discovery Material on the  
8 grounds that such other Party considers such Discovery Material to contain  
9 information that is confidential or proprietary to such Party.

- 10 b. Highly Confidential Material: A Producing Person or Designating Party may  
11 designate Discovery Material as “Highly Confidential Material” if such  
12 Producing Person believes in good faith (or with respect to documents  
13 received from another person or entity, has been reasonably advised by such  
14 other person or entity) that such Discovery Material constitutes or includes  
15 highly confidential Discovery Material that is of such a nature that a risk of  
16 competitive or other injury would be created if such Discovery Material were  
17 disclosed to persons or entities other than those identified in Paragraph 11 of  
18 this Order. Any model that has been customized by a testifying expert or is  
19 not commercially available and is used by such expert in connection with  
20 preparing an opinion, may be produced as “Highly Confidential.”
- 21 c. Undesignated Material: Subject to the rights and obligations of the Parties  
22 under Paragraphs 8, 9, 23, and 34 of this Order, no Party shall have any  
23 obligation or duty to maintain as confidential or prevent from disclosure any  
24 Discovery Material that is not Designated Material (such Discovery  
25 Material, “Undesignated Material”).

26 7. Manner Of Designating Discovery Material: Where reasonably practicable, any  
27 Designated Material other than oral deposition testimony shall be designated by the Producing  
28 Person as such by marking each such page “Confidential” or “Highly Confidential” as applicable.  
Such markings should not obliterate or obscure the content of the material that is produced. Where  
marking every page of such material is not reasonably practicable, such as with certain native file  
documents, a Producing Person may designate material as “Confidential” or “Highly Confidential”  
by informing the Receiving Party in writing in a clear and conspicuous manner at the time of  
production of such material that such material is “Confidential” or “Highly Confidential” or by  
including such terms in the filename thereof. Discovery Material exchanged or produced prior to  
the execution of this Order pursuant to an agreement that such Discovery Material would be treated  
as “Confidential Material” or “Highly Confidential Material” shall be treated as “Confidential

1 Material” or “Highly Confidential Material,” as applicable, pursuant to this Order notwithstanding  
2 such Discovery Material not bearing such markings. A Designating Party may designate Discovery  
3 Material by providing written notice to all Parties that such Discovery Material is “Confidential  
4 Material” or “Highly Confidential Material.” Any designation made by a Producing Person or  
5 Designating Party shall apply to all permutations, versions, or copies of such Designated Material,  
6 regardless of who possesses, has custody of, or controls such material, and regardless of whether  
7 any such version or copy bears a designation. Designation does not mean that the document or  
8 information has any status or protection by statute or otherwise except to the extent and for the  
9 purposes of this Order.

10 8. Late Designation/Change in Designation of Discovery Material: The failure to  
11 designate particular Discovery Material as “Confidential Material” or “Highly Confidential  
12 Material” at the time of production shall not operate to waive a Producing Person’s or Designating  
13 Party’s right to later designate such Discovery Material as Designated Material or later apply  
14 another designation pursuant to this Order (“Misdesignated Material”). At such time, arrangement  
15 will be made for the destruction of the Misdesignated Material or for the return to the Producing  
16 Person or Designating Party, as applicable, of all copies of the Misdesignated Material and for the  
17 substitution, where appropriate, of properly designated copies of such Discovery Material. Upon  
18 receipt of replacement copies of such Misdesignated Material with the proper designation, the  
19 Receiving Party or Parties shall take all commercially reasonable steps to return or destroy all  
20 previously produced copies of such Misdesignated Material. If requested by the Producing Person  
21 or Designating Party, a Receiving Party shall verify in writing that it has taken all commercially  
22 reasonable steps to return or destroy such Misdesignated Material. Notwithstanding the foregoing,  
23 no Party shall be deemed to have violated this Order if, prior to notification of any later designation,  
24 such Discovery Material was disclosed or used in any manner consistent with its original  
25 designation but inconsistent with its later designation. Once such later designation has been made,  
26 however, any Discovery Material shall be treated in accordance with that later designation;  
27 provided, however, that if the Discovery Material that was not designated has been, at the time of  
28 the later designation, previously publicly filed with a court, no Party shall be bound by such later

1 designation except to the extent determined by the Court upon motion of the Party that wishes to  
2 change the designation of the Discovery Material.

3 **Use and Disclosure of Confidential or Highly Confidential Material**

4 9. General Limitations On Use And Disclosure Of All Discovery Material: All  
5 Discovery Material shall be used by the Receiving Parties solely for the purposes of a Dispute and  
6 not for any other purpose, including any other litigation or judicial proceedings, or any business,  
7 competitive, governmental, commercial or administrative purpose or function (collectively, the  
8 “Permitted Uses”).

9 10. Confidential Material: Confidential Material, and any and all information contained  
10 therein, shall be given, shown, made available to or communicated only to the following:

- 11 a. The Debtor and its employees;
- 12 b. The Committee’s professionals, members of the Committee, including their  
13 respective agents who are assisting with or making decisions with respect to  
14 any Dispute, as to each strictly on a need to know basis after they sign a  
15 Declaration in the form provided as **Exhibit A** hereto;
- 16 c. The U.S. Trustee;
- 17 d. The Insurers and their counsel;
- 18 e. The Insurers’ respective reinsurers, regulators and other entities to whom  
19 disclosure is required by law, and for whom the Insurers in good faith believe  
20 disclosure is required, provided that prior to such disclosure the disclosing  
21 Insurer shall provide the recipient with a copy of this Order and inform the  
22 recipient that the Confidential Materials being disclosed are confidential  
23 pursuant to the terms of this Order;
- 24 f. Any Party, with the consent of the Producing Person, who has signed a  
25 Declaration, in the form provided as **Exhibit A** hereto; and
- 26 g. Any other persons specified in Paragraph 11 below, as to each strictly on a  
27 need to know basis after they sign a Declaration, in the form provided as  
28 **Exhibit A** hereto.

11. Highly Confidential Material: Highly Confidential Material, and any and all  
information contained therein, shall be given, shown, made available to or communicated only to  
the following:

- 1 a. Professionals retained by order of the Bankruptcy Court in this Chapter 11  
2 Case, and staff employed by and/or working under the express direction of  
3 such counsel, for:
- 4 (i) The Debtor;
- 5 (ii) The Committee; and
- 6 (iii) Any Party, with the consent of the Debtor and the Committee, who  
7 has signed a Declaration, in the form provided as Exhibit A hereto.
- 8 b. The U.S. Trustee;
- 9 c. The Insurers and their counsel;
- 10 d. The Insurers' respective reinsurers, regulators and other entities to whom  
11 disclosure is required by law, and for whom the Insurers in good faith believe  
12 disclosure is required, provided that prior to such disclosure the disclosing  
13 Insurer shall provide the recipient with a copy of this Order and inform the  
14 recipient that the Confidential Materials being disclosed are confidential  
15 pursuant to the terms of this Order;
- 16 e. Any person who is expressly indicated on the face of a document, or on a  
17 correspondence attaching or enclosing such document contemporaneous  
18 with its author date, to have been an author, addressee or copy recipient  
19 thereof, or in the case of meeting minutes, an attendee of the meeting at  
20 which a document was provided for discussion, but, as to each, only with  
21 respect to that document, after they sign a Declaration in the form provided  
22 as **Exhibit A** hereto;
- 23 f. After they sign a Declaration in the form provided as **Exhibit A** hereto, any  
24 adverse witness during the course of a deposition, where counsel questioning  
25 the witness reasonably and in good faith believes that questioning the  
26 witness regarding the document is necessary and that doing so could not  
27 cause competitive or other harm to the Producing Person or Designating  
28 Party and could not cause harm to the witness or the witness' employer, for  
example, by revealing material non-public information, ; provided,  
however, that the persons identified in this paragraph shall not be permitted  
to retain copies of such Highly Confidential Material;
- g. For purposes of witness preparation, after they sign a Declaration in the form  
provided as **Exhibit A** hereto, any deponent or witness who was noticed for  
a deposition, or is on a witness list for hearing or trial, in preparation for his  
or her noticed deposition, hearing, or trial testimony where such Highly  
Confidential Material is determined by counsel in good faith to be necessary  
to the anticipated subject matter of testimony, and that doing so could not  
cause competitive harm or other injury, provided, however, that such Highly  
Confidential Material can only be shared with such person in connection  
with preparation for the anticipated testimony, and the persons identified in

1 this paragraph shall not be permitted to retain copies of such Highly  
2 Confidential Material;

- 3 h. Outside photocopying, graphic production services, or litigation support  
4 services, provided that they are bound to abide by this Order through privity  
5 of contract, and only to the extent necessary for a Producing Person or  
6 Receiving Party's Permitted Use;
- 7 i. Court reporters, stenographers, or videographers who record deposition or  
8 other testimony;
- 9 j. The Court, its officers and clerical staff in any judicial proceeding that may  
10 result from a Dispute; and
- 11 k. Any other person or entity with respect to whom the Producing Person and  
12 Designating Party may consent in writing, after they sign a Declaration in  
13 the form provided as Exhibit A hereto.

14 12. Designated Material To Be Disclosed Only In Accordance With Paragraphs 10 and  
15 11: Highly Confidential Material, and any and all information contained therein, shall not be given,  
16 shown, made available to, disclosed or communicated in any way, except to those people provided  
17 in Paragraph 11 of this Order. For the avoidance of doubt, counsel that is entitled to receive Highly  
18 Confidential Material may share summaries, akin to what would be provided on a privilege log  
19 under Federal Rule of Civil Procedure 26(b)(5), of any Highly Confidential Material with its clients  
20 (meaning, in the case of the Committee, members of the Committee and their individual counsel)  
21 to the extent counsel deems reasonably necessary and appropriate to provide legal advice to the  
22 client. Confidential Material, and the substantive information contained therein, shall not be given,  
23 shown, made available to, disclosed or communicated in any way, except to those people provided  
24 in Paragraph 10 of this Order.

25 13. Prerequisite To Disclosure Of Designated Material: Before any Receiving Party is  
26 given access to Designated Material, such person or entity or their representative shall be provided  
27 with a copy of this Order and shall execute a Declaration, in the form provided as Exhibit A annexed  
28 hereto. Each such Declaration shall be retained in the files of counsel for the Party who signed the  
Declaration, who shall provide access to copies of such declarations upon request by any Party.

1 Such executed Declarations shall not be subject to disclosure to non-Parties under the Federal Rules  
2 or the Bankruptcy Rules unless a showing of good cause is made and the Court so orders.

3 14. Sealing of Designated Material Filed With Or Submitted To Court: Unless otherwise  
4 agreed by the Producing Person and Designating Party, all Designated Material filed with the Court,  
5 and all portions of pleadings, motions or other papers filed with the Court that disclose Highly  
6 Confidential or Confidential Material, shall be filed under seal in accordance with the Federal  
7 Rules, the Bankruptcy Rules and the Local Rules, by redacting Designated Material and references  
8 thereto in pleadings, briefs, declarations, memoranda, and other filings, and replacing exhibits that  
9 constitute Designated Material with a placeholder, and providing unredacted and complete copies  
10 of all such submissions to all Parties to this Order and to the Court.

11 15. Use of Discovery Material In Open Court: The limitations on disclosure in this  
12 Order shall apply to any Discovery Materials offered or otherwise used by any Party at trial or any  
13 hearing held in open court except as provided in this paragraph. As part of any pretrial conference  
14 or any meet and confer regarding the use of exhibits in any evidentiary hearing, and where  
15 practicable at least 24 hours prior to the use of any Designated Material at trial or any hearing to be  
16 held in open court, counsel for any Party who desires to offer or use such Designated Material at  
17 trial or any hearing to be held in open court shall meet and confer in good faith with the Producing  
18 Person and any Designating Party together with any other Parties who have expressed interest in  
19 participating in such meet and confer to discuss ways to redact or otherwise protect disclosure of  
20 the Designated Material so that the material may be offered or otherwise used by any Party, in  
21 accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules. If the Parties are  
22 unable to resolve a dispute related to such Designated Material, then the Party seeking to use the  
23 Designated Material bears the burden of requesting relief from the Court.

#### 24 **Depositions**

25 16. Deposition Testimony - Manner Of Designation: In the case of depositions, if  
26 counsel for a Party believes that a portion of the testimony given at a deposition should be  
27 Designated Material of such Party, such testimony may be designated as appropriate by:  
28

- a. Stating so orally on the record and requesting that the relevant portion(s) of testimony be so designated; or
- b. Providing written notice to the Party that noticed the deposition within seven (7) days of the Party's receipt of the final transcript from the court reporter that the relevant portion(s) of such transcript or videotape of a deposition thereof is so designated, except in the event that a hearing on related issues is scheduled to occur within seven (7) days, in which case the foregoing seven (7) day period will be reduced to three (3) business days. Should the hearing be scheduled fewer than three (3) business days after the deposition, the Party must provide written notice at least 24 hours prior to the hearing. Such designation and notice shall be made in writing to the court reporter, with copies to all other counsel, identifying the portion(s) of the transcript that is so designated, and directing the court reporter to treat the transcript as provided in Paragraph 20 below. Until expiration of the aforesaid period, as applicable, following receipt of the transcript by the Parties, all deposition transcripts and videotapes shall be considered and treated as Highly Confidential unless otherwise designated by agreement of counsel on the record at the deposition.

17. Designated Material Used As Exhibits During Depositions: Nothing in Paragraph 16 shall apply to or affect the confidentiality designations on Discovery Material entered as exhibits at depositions.

18. Witness Review Of Deposition Testimony: Nothing in Paragraph 16 shall preclude the witness from reviewing his or her deposition transcript.

19. Presence Of Persons During Deposition Testimony: Anyone who wishes to attend a deposition must become a Party to this Order prior to such deposition. When Designated Material is elicited during a deposition, persons or entities not entitled to receive such information under the terms of this Order, unless the Producing Person and Designating Party consent, shall be excluded from the portion of the deposition so designated.

20. Responsibilities And Obligations Of Court Reporters: In the event that testimony is designated as Confidential or Highly Confidential, the court reporter, who shall abide by the terms of this Order, shall be instructed to include on the cover page of each such transcript the legend, "This transcript portion contains information subject to a Protective Order and shall be used only in accordance therewith," and each page of the transcript shall include the legend "Confidential" or "Highly Confidential," as appropriate. If the deposition is videotaped, the videotape shall also be

1 subject to the same level of confidentiality as the transcript and include the legend "Confidential"  
2 or "Highly Confidential," as appropriate, if any portion of the transcript itself is so designated.

### 3 **General Provisions**

4 21. Nothing in this Order shall affect any Party's rights or obligations unrelated to the  
5 confidentiality of Discovery Materials.

6 22. Nothing contained herein shall be deemed a waiver or relinquishment by any Party  
7 of any rights or objections, including but not limited to, any objection concerning the alleged  
8 confidentiality or proprietary nature of any documents, information, or data requested by a Party  
9 any right to object to any discovery request, or any right to object on any ground for any purpose,  
10 in whole or in part, to use of Discovery Material in any Dispute, or to seek any further protective  
11 order, or to seek relief from the Court or any other applicable court from any provision of this Order  
12 by application on notice on any grounds.

13 23. Unauthorized Disclosure Of Designated Material: In the event of a disclosure by a  
14 Receiving Party of Designated Material to persons or entities not authorized by this Order to receive  
15 such Designated Material, the Receiving Party making the unauthorized disclosure shall, upon  
16 learning of the disclosure: immediately notify the person or entity to whom the disclosure was made  
17 that the disclosure contains Designated Material subject to this Order; immediately make  
18 reasonable efforts (as if the Designated Material was that of the Receiving Party making the  
19 unauthorized disclosure) to recover the disclosed Designated Material as well as preclude further  
20 dissemination or use by the person or entity to whom the disclosure was made; and immediately  
21 notify the Producing Person and any Designating Party of the identity of the person or entity to  
22 whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken  
23 to recover the disclosed Designated Material and ensure against further dissemination or use  
24 thereof. Disclosure of Designated Material other than in accordance with the terms of this Order  
25 may subject the disclosing person or entity to such sanctions and remedies as the Court may deem  
26 appropriate.

27 24. Manner Of Objecting To Designated Material: If any Receiving Party objects to the  
28 designation of any Designated Material (whether such designation is made on a permanent basis or

1 temporary basis with respect to deposition testimony), the Receiving Party shall first raise the  
2 objection with the Producing Person and any Designating Party in writing and confer in good faith  
3 to attempt to resolve any dispute respecting the terms or operation of this Order. The Producing  
4 Person or Designating Party may seek relief from the Court if the Receiving Party, on the one hand,  
5 and the Producing Person and any Designating Party, on the other hand, cannot resolve the dispute.  
6 Until the Court rules on such an issue, the Designated Material shall continue to be treated  
7 according to its designation. Upon motion, the Court may order the removal of the “Confidential”  
8 or “Highly Confidential” designation from any Discovery Material so designated that is subject to  
9 the provisions of this Order. In connection with any request for relief concerning the propriety of a  
10 “Confidential” or “Highly Confidential” designation, the Producing Person and Designating Party  
11 shall bear the burden of proof.

12       25.    Timing Of Objections To Designated Material: A Receiving Party (Designating  
13 Party as to misdesignation) shall not be obliged to challenge the propriety of a “Confidential” or  
14 “Highly Confidential” designation at the time made, and a failure to do so shall not preclude a  
15 subsequent challenge thereto. The failure of any Party to challenge the designation by a Producing  
16 Person or Designating Party of Discovery Materials as “Confidential Material” or “Highly  
17 Confidential Material” during the discovery period shall not be a waiver of that Party’s right to  
18 object to such designation at trial.

19       26.    The Debtor shall not produce documents or information subject to attorney-client  
20 privilege, the work-product doctrine, or any other applicable privilege generated in connection with  
21 the defense of the underlying Sexual Abuse Claims against the Debtor or privileged as to the  
22 Insurers without notice to all parties and an opportunity for the Debtor’s insurers to be heard by the  
23 Court with notice beforehand. Nothing contained in this Order authorizes a Producing Person to  
24 disclose to any Committee or any other party or entity, or their retained professionals, another  
25 party’s or entity’s privileged information generated in connection with the defense of Sexual Abuse  
26 Claims that is subject to a shared privilege or protection as between the Producing Person and such  
27 party or entity. If a Producing Person intends to produce such information, the Producing Person  
28 will provide advance notice by email or other writing to any Party or party in interest (“Common

1 Interest Party”) asserting an interest in Discovery Material that constitutes otherwise protected  
2 documents or information in which two or more parties share a common interest (e.g., attorney-  
3 client communications, attorney work product, documents reflecting defense strategy, case  
4 evaluation and/or discussion of settlement/resolution and communications between insurer and  
5 policyholder regarding underlying litigation) (“Common Interest Protected Material”) with respect  
6 to such information prior to production by the Producing Person of such information under this  
7 Order. The notice shall attach the documents or information sought to be produced. Such Common  
8 Interest Party will have three (3) business days after receipt of the Producing Person’s notice to  
9 object by email or other writing to the Producing Person’s proposed production and, if such  
10 objection is delivered to the Producing Person within the three (3) day period, then the Producing  
11 Person and the counterparty will confer in good faith regarding the objection and proposed  
12 production. In the event that an agreement cannot be reached between the Producing Person and  
13 the objecting counterparty, then the Producing Person will not produce the subject documents or  
14 information and the Court will determine the issue.

15       27. Inadvertent Production Of Privileged Discovery Material: This Order is entered  
16 pursuant to Rule 502(d) of the Federal Rules of Evidence. Inadvertent production of any Discovery  
17 Materials which a Party later claims in good faith should not have been produced because of a  
18 privilege or other protection from disclosure, including but not limited to the attorney-client  
19 privilege, common interest doctrine, or work product doctrine (“Inadvertently Produced Privileged  
20 Information”), will not by itself constitute a waiver of any applicable privilege or protection. Within  
21 a reasonable period of time after a Producing Person discovers (or upon receipt of notice from  
22 another Party or non-Party) that it has produced Inadvertently Produced Privileged Information, the  
23 Producing Person shall request the return of such Inadvertently Produced Privileged Information  
24 by identifying in writing the Discovery Materials inadvertently produced and the basis for  
25 withholding such Discovery Materials from production. If a Producing Person requests the return  
26 of Inadvertently Produced Privileged Information pursuant to this paragraph, the Receiving Party  
27 shall immediately take all commercially reasonable steps to return or destroy the Discovery  
28 Materials (and copies thereof) and shall take all commercially reasonable steps to sequester or

1 destroy any work product that incorporates the Inadvertently Produced Privileged Information. If  
2 the Receiving Party disputes the privilege claim, it must notify the Producing Person (as well as  
3 any Party or non-Party that notified the Producing Person) of the dispute and the basis therefore in  
4 writing within ten (10) days of receipt of the Producing Person's notification. The applicable Parties  
5 shall thereafter meet and confer regarding the disputed privilege claim. If the applicable Parties  
6 cannot resolve their dispute, any such Party may seek a determination from the Court whether the  
7 privilege applies. The Producing Person must preserve the Inadvertently Produced Privileged  
8 Information and, other than in connection with seeking a determination by the Court, the Receiving  
9 Party may not use the Inadvertently Produced Privileged Information for any purpose until the  
10 dispute is resolved.

11       28.    Use Of Non-Discovery Material: To the extent that any Party has documents or  
12 information that (i) are received or become available to a Party on a non-confidential basis not in  
13 knowing violation of an obligation of confidentiality to any other person or entity; (ii) were  
14 independently developed by such Party without violating its obligations hereunder or any  
15 applicable law; or (iii) are publicly available or become publicly available in a manner that is not  
16 knowingly in violation of this Order, or determined to be in violation of any other order of this  
17 Court, applicable law, or of any obligation of confidentiality to any other person or entity, including  
18 a Party (collectively "Non-Discovery Material"), nothing in this Order shall limit a Party's ability  
19 to use Non-Discovery Material for any purpose, including in a deposition, hearing, trial or  
20 otherwise in connection with any Dispute.

21       29.    Obligations Following Conclusion Of The Disputes: Within 90 days of the later of  
22 the conclusion of the relevant Dispute(s) or the Debtor's emergence from bankruptcy, including all  
23 appeals as to all Parties, all Parties shall, upon the request of the Producing Person, take all  
24 commercially reasonable steps to return to counsel for the respective Producing Person, or to  
25 destroy, all Discovery Material, and all copies or notes thereof in the possession of any person or  
26 entity, except that: counsel may retain for its records their work product and a copy of court filings,  
27 deposition transcripts, deposition videotapes, deposition exhibits, expert reports, and exhibits  
28 introduced at any hearing; and a Receiving Party may retain Discovery Material that is auto-

1 archived or otherwise “backed up” on electronic management and communications systems or  
2 servers, or as may be required for regulatory recordkeeping purposes; provided that such retained  
3 documents will continue to be treated as provided in this Order. If a Receiving Party chooses to  
4 take all commercially reasonable steps to destroy, rather than return, documents in accordance with  
5 this paragraph, that Receiving Party shall, if requested by the Producing Person or Designating  
6 Party, verify such destruction in writing to counsel for the Producing Person or Designating Party,  
7 as applicable. Notwithstanding anything in this paragraph, to the extent that the information in the  
8 Discovery Material remains confidential, the terms of this Order shall remain binding.

9       30.     Continuing Applicability Of Confidentiality Agreement And Stipulated Protective  
10 Order: The provisions of this Order shall survive the completion or resolution of any and all  
11 Disputes, the Debtor’s emergence from bankruptcy, and the closure of this Chapter 11 Case, in  
12 each case as to any retained Discovery Material. The final termination of the Disputes and/or the  
13 Debtor’s emergence from bankruptcy shall not relieve counsel or other persons or entities obligated  
14 hereunder from their responsibility to maintain the confidentiality of Discovery Material pursuant  
15 to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

16       31.     Amendment Of Confidentiality Agreement And Stipulated Protective Order: Upon  
17 good cause shown, and on notice to all Parties, any Party may move to amend the provisions of this  
18 Order at any time, or the Parties may agree by written stipulation, subject to further order of the  
19 Court if applicable, to amend the provisions of the Order.

20       32.     Disclosure Of Discovery Material In Other Proceedings: Any Receiving Party that  
21 may be subject to a motion or other form of legal process or any regulatory process, demand or  
22 request seeking the disclosure of a Producing Person’s Discovery Material: (i) shall promptly notify  
23 the Producing Person and any applicable Designating Party (unless such notice is prohibited by  
24 applicable law) to enable them to have an opportunity to appear and be heard on whether that  
25 information should be disclosed, and (ii) in the absence of a court order preventing such legally  
26 required disclosure, the Receiving Party shall be permitted to disclose only that portion of the  
27 information that is legally required to be disclosed and shall inform in writing any person or entity  
28 to whom such information is so disclosed of the confidential nature of such information.

1           33.     Use Of Discovery Material By Producing Person: Nothing in this Order affects the  
2 right of any Producing Person or Designating Party to use or disclose its own Discovery Material  
3 in any way. Subject to clause (c) of Paragraph 6 and Paragraph 27, such disclosure will not waive  
4 the protections of this Order and will not entitle other Parties or their attorneys to use or disclose  
5 such Discovery Material in violation of this Order.

6           34.     Objections To Discovery Requests: Nothing herein shall be deemed (a) to prevent a  
7 Party from objecting to Discovery Requests or asserting that information being sought in Discovery  
8 Requests is of such a confidential, personal or proprietary nature that discovery should not be  
9 afforded, or (b) to preclude a Party from seeking additional or further limitations on the use or  
10 disclosure of such information.

11           35.     Investigation Discovery Material: The Committee is conducting an investigation of  
12 potentially valuable claims and causes of action belonging to the Debtor's estate (the  
13 "Investigation"). In connection with the Investigation, the Committee may seek information from  
14 persons or entities (together with the Debtor and the Committee, the "Investigation Parties"), who  
15 may also seek information from the Debtor, the Committee, and other Investigation Parties. The  
16 Investigation Parties may produce documents and information that are designated as "Confidential  
17 Material" or "Highly Confidential Material" ("Investigation Discovery Material").  
18 Notwithstanding anything to the contrary herein, and except as otherwise provided in Paragraphs  
19 31 and 32 hereof or consented to in writing by the Investigation Party who produced the  
20 Investigation Discovery Material, Investigation Discovery Material shall not be disclosed by any  
21 Investigation Party to a non-Investigation Party. For the avoidance of doubt, a Party's entry into  
22 this Order does not entitle such Party to receive Investigation Discovery Material.

23           36.     Obligations Of Parties: Nothing herein shall relieve a party of its obligations under  
24 the Federal Rules, Bankruptcy Rules, Local Rules, or under any future stipulations and orders,  
25 regarding the production of documents or the making of timely responses to Discovery Requests in  
26 connection with any Dispute.

27           37.     Advice Of Counsel: Nothing herein shall prevent or otherwise restrict counsel from  
28 rendering advice to their clients in connection with the Disputes and, in the course thereof, relying

1 on examination of Discovery Material; provided, however, that in rendering such advice and  
2 otherwise communicating with such clients, counsel shall not make specific disclosure of any  
3 information in any manner that is inconsistent with the restrictions or procedures set forth herein.

4 38. Joint Drafting: This Order is the product of arm's-length negotiations and  
5 compromises between the Parties, was drafted jointly thereby, and shall not be construed against  
6 any Party by reason of its drafting or preparation. This constitutes the entire agreement and  
7 understanding between the Parties respecting the subject matter hereof, subject to any orders in this  
8 Chapter 11 Case solely with respect to information that must be kept confidential. Drafts of this  
9 Order and modifications reflected in such drafts (including, as to each, communications with  
10 respect thereto) shall not be utilized in any manner, dispute, or proceeding, including as evidence  
11 of intent in connection with or interpretation of this Order.

12 39. Enforcement: The provisions of this Order constitute an Order of this Court and  
13 violations of the provisions of this Order are subject to enforcement and the imposition of legal  
14 sanctions in the same manner as any other Order of the Court.

15 40. Retained Jurisdiction: The Court shall retain exclusive jurisdiction to hear and  
16 determine any matters or disputes arising from or related to this Order.

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1 **SO STIPULATED AND AGREED:**

2 **THE ROMAN CATHOLIC BISHOP OF OAKLAND**

3 Dated: July 14, 2023

**FOLEY & LARDNER LLP**

4 Jeffrey R. Blease  
5 Thomas F. Carlucci  
6 Shane J. Moses  
7 Emil P. Khatchatourian  
8 Ann Marie Uetz  
9 Matthew D. Lee

/s/Shane J. Moses

Shane J. Moses

10 Counsel for the Debtor  
and Debtor in Possession

11 **SO STIPULATED AND AGREED:**

12 **OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

13 Dated: July 14, 2023

**KELLER BENVENUTTI KIM LLP**

14 Jane Kim  
15 Gabrielle L. Albert

-and-

**LOWENSTEIN SANDLER LLP**

16 Jeffrey D. Prol  
17 Lynda A. Bennett  
18 Michael A. Kaplan  
19 Brent Weisenberg  
20 Colleen M. Restel

/s/Michael A. Kaplan

Michael A. Kaplan

21 *Counsel for the Official Committee of Unsecured*  
22 *Creditors of The Roman Catholic Bishop of Oakland*

**Exhibit A**

**DECLARATION OF ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY  
THE CONFIDENTIALITY AGREEMENT AND STIPULATED PROTECTIVE ORDER**

I, \_\_\_\_\_, declare under penalty of perjury (this "Declaration")  
that:

1. My address is \_\_\_\_\_.
2. My present employer is \_\_\_\_\_.
3. My present occupation or job description is \_\_\_\_\_.
4. I hereby certify and agree that I have read and understand the terms of the  
Confidentiality Agreement and Stipulated Protective Order (the "Order") relating to the Disputes  
between Debtor and the Committee and other constituents that are signatories to the Order. All  
capitalized terms not otherwise defined in this Declaration have the meanings ascribed to such  
terms in the Order. I further certify that I will not use Discovery Material for any purpose other  
than the Disputes and the Chapter 11 Case, and will not disclose or cause Discovery Material to be  
disclosed to anyone not expressly permitted by the Order to receive Discovery Material. I agree to  
be bound by the terms and conditions of the Order.
5. I understand that I am to retain in confidence from all individuals not expressly  
permitted to receive Discovery Material, whether at home or at work, all copies of any Discovery  
Materials, and that I will carefully maintain such materials in a manner consistent with the Order.  
I acknowledge that the return or destruction of Discovery Material shall not relieve me from any  
other continuing obligations imposed upon me by the Order.
6. I stipulate to the jurisdiction of this Court solely with respect to the provisions of the  
Order.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_